

**2015 CITY OF SAN JOSE – ABMEI NEGOTIATIONS
TENTATIVE AGREEMENT***

TERM

July 1, 2015 – June 30, 2018

WAGES

- 3% general wage increase effective Fiscal Year 2015-2016. Effective June 21, 2015, all salary ranges for employees holding positions in classifications assigned to ABMEI shall be increased by approximately 3%.
 - In recognition of this three (3) year Memorandum of Agreement (MOA) being reached prior to the adoption of the Fiscal Year 2015-2016 budget, thus providing both the City and employees budget and labor stability for the next three (3) Fiscal Years, a one-time lump sum non-pensionable payment equivalent to approximately 1% of an employee's base pay as of June 20, 2015, shall be made to full-time employees holding positions in classifications assigned to ABMEI within two (2) full pay periods following ratification by the membership of ABMEI and approval by City Council. To receive the one-time lump sum non-pensionable payment, a full-time employee must be continuously employed in an ABMEI represented position from June 20, 2015, to the date when the payment is made. This one-time lump sum non-pensionable payment shall be made separately from an employee's regular pay.
- 3% general wage increase effective Fiscal Year 2016-2017. Effective June 19, 2016, all salary ranges for employees holding positions in classifications assigned to ABMEI shall be increased by approximately 3%.
- 3% general wage increase effective Fiscal Year 2017-2018. Effective the first pay period of Fiscal Year 2017-2018, all salary ranges for employees holding positions in classifications assigned to ABMEI shall be increased by approximately 3%.
- In the event that the City reaches an agreement with any other non-sworn employee unit during the term of the Memorandum of Agreement with ABMEI, and such agreement with any other non-sworn employee unit includes an aggregate general wage increase or lump-sum one-time payment on a bargaining unit wide basis greater than those negotiated herein, this Agreement will reopen on the subject of wages only, and the parties will meet and confer over wages. This provision will not apply to any changes made to any classification(s) due to a market survey or classification study, any leave payout or any settlement of a grievance or other administrative proceeding.

PAYS

- Protective Clothing and Equipment – See attached
- Prescription Safety Glasses – See attached

VACATION LEAVE

- Vacation Accrual – See attached

**2015 CITY OF SAN JOSE – ABMEI NEGOTIATIONS
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SICK LEAVE – ELIGIBILITY FOR USE

- Sick Leave Payout – See attached
- Eligibility for Use of Sick Leave - See attached
- Medical Verification – See attached

HEALTH BENEFITS

- Health / Dental in Lieu – See attached

EDUCATION REIMBURSEMENT

- Tuition Reimbursement Program – See attached

PERFORMANCE APPRAISALS

- Performance Evaluation - See attached

HOUSEKEEPING

- Disability Leave - See attached

SIDE LETTER AGREEMENTS

- Building Inspector Supervisor – See attached

The following side letters will continue:

- Retiree Healthcare Stakeholder Solutions Working Group and Negotiations – See attached
- Employee Commute Benefit – See attached

REOPENERS

- Retirement issues – See attached
- Changes to healthcare – See attached
- Part-Time Employees – Parties agree to discuss part-time employees.

**2015 CITY OF SAN JOSE – ABMEI NEGOTIATIONS
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** This agreement is considered tentative and shall not be considered final or binding until ratified by union members and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in this document is not part of the Tentative Agreement.*

FOR THE CITY:

FOR THE EMPLOYEE ORGANIZATION:



Jennifer Schembri
Interim Director of Employee Relations
6/17/15
Date




Karl Van Gastel, Team Member
ABMEI Team Member
6/17/15
Date



Marco Mercado, Asst. to the City Manager
Office of Employee Relations
6/17/15
Date



Ron Davis, Team Member
ABMEI Team Member
6/17/15
Date



Chu Chang, Deputy Director
Planning, Building, Code Enforcement
Department
6-17-15
Date



Don Lindsey, Team Member
ABMEI Team Member
6/17/15
Date



Kristen Hilton, Executive Analyst
Office of Employee Relations
6/17/15
Date

**2015 CITY OF SAN JOSE – ABMEI NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – PROTECTIVE CLOTHING AND EQUIPMENT

City Proposed Language:

ARTICLE 5 WAGES AND SPECIAL PAY

5.14 Protective Clothing and Equipment

- 5.14.1 The City shall furnish to each new full-time employee required safety shoes, ~~and coveralls, and other protective equipment~~ in accordance with applicable State and Federal laws and regulations as required within a reasonable time of employment. In addition, rain cover shall be available for use by employees required to work outside in inclement weather. The Union agrees that where safety devices or protective equipment is required or furnished, its use shall be mandatory.
- 5.14.2 The City shall pay a cash protective clothing and equipment allowance to each eligible employee in the annual amount of ~~\$175~~300. Eligible employees will begin receiving the annual allowance in the calendar year following initial receipt of the protective clothing and equipment. The annual allowance will be paid as soon as practical after January 1 of each calendar year. Employees must be employed in an ABMEI represented position at the time of payment to receive the allowance.
- 5.14.3 The employee shall be responsible for the continued upkeep, cleaning, and maintenance and replacement of the initially issued protective clothing, including safety shoes and coveralls, equipment and related parts from the cash allowance. The City will replace the the protective equipment required by applicable State and Federal laws and regulations as needed except for safety shoes and coveralls.

**2015 CITY OF SAN JOSE – ABMEI NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – PRESCRIPTION SAFETY GLASSES

City Proposed Language:

ARTICLE 5 WAGES AND SPECIAL PAY

5.15 Protective Prescription Safety Glasses

The City agrees to reimburse eligible employees who require the use of prescription lenses and are in positions that require the use of protective safety glasses for the purchase of protective prescription safety glasses for up to \$200.00 for full-time employees when it is determined by the Director of Human Resources, or designee, that protective prescription safety glasses are required. The City will replace protective prescription safety glasses as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference.

**2015 CITY OF SAN JOSE – ABMEI NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – VACATION

City Proposed Language:

ARTICLE 17 VACATION AND PERSONAL LEAVE

- 17.1 Vacation Accrual Rates. Each eligible full-time employee, who has been employed as such for at least thirteen (13) bi-weekly pay periods, shall accrue a leave of absence with full pay for vacation purposes, pursuant to the provisions of Resolution No. 51872, or amendments thereto. An employee shall be entitled to accrue vacation leave in the amount specified below for each cycle of 26 full biweekly pay periods immediately preceding December 31st, or portion thereof, in each year of their employment as specified below:

Years of Service	Hours of Vacation per 26 Pay Period Cycle
First 5 years	80 hours
6th year – 10th year	120 hours
11th year – 12th year	136 hours
13th year – 14th year	152 hours
15th year -24th year or more	168 hours
25th year or more	188 hours

**2015 CITY OF SAN JOSE – ABMEI
TENTATIVE AGREEMENT**

CITY PROPOSAL – SICK LEAVE PAYOUT

City Proposed Language:

ARTICLE 18 SICK LEAVE

18.2 For employees hired on or before September 29, 2012, a sick leave payout shall be given to each full-time employee at the time of retirement or death under one of the following conditions:

18.2.1 Federated Retirement Plan:

The employee is:

- 18.2.1.1 A member of the Federated Retirement Plan, and
- 18.2.1.2 Retired under the provisions cited in the plan, and
- 18.2.1.3 Credited with at least fifteen (15) years of service in this retirement plan, or
- 18.2.1.4 Credited with at least ten (10) years of service prior to a disability retirement.

18.2.2 Terminated Employee with Vesting Rights

The employee has:

- 18.2.2.1 Terminated service with the City,
- 18.2.2.2 Retained vesting rights in a retirement system according to provisions in the San Jose Municipal Code, and
- 18.2.2.3 Following such termination, qualifies for retirement and retires under the provisions cited in the code, and
- 18.2.2.4 Has at the time of retirement credit for at least fifteen (15) years of service in the applicable retirement plan.

18.2.23 Death During Service:

The estate of any full-time employee who dies while in City service and prior to retirement, even though the employee is not credited with at least fifteen (15) years of service in any applicable retirement plan.

**2015 CITY OF SAN JOSE – ABMEI
TENTATIVE AGREEMENT**

18.2.4 Death of Terminated Employee

The estate of any full-time employee who:

- 18.2.4.1 Had terminated service with the City but had retained vesting rights in a retirement system according to provisions in the San Jose Municipal Code, and
- 18.2.4.2 Dies prior to becoming eligible for retirement allowances as cited under provisions of the San Jose Municipal Code, and
- 18.2.4.3 Has at the time of death credit for at least fifteen (15) years of service in the applicable retirement plan.

**2015 CITY OF SAN JOSE – ABMEI NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – ELIGIBILITY FOR USE OF SICK LEAVE

City Proposed Language:

ARTICLE 18 SICK LEAVE

- 18.1.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non job related illness or injury; routine medical or dental appointments, or for the care related to the illness or injury of the employee's child, mother, father, spouse or domestic partner registered with the Department of Human Resources. In addition, accrued sick leave may be utilized by an eligible female employee due to illness, injury, or disability related to pregnancy or child-birth.
- 18.1.3 Up to forty-eight (48) hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, step-father, step-mother, or step-child.

**2015 CITY OF SAN JOSE – ABMEI NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – MEDICAL VERIFICATION

City Proposed Language:

ARTICLE 18 SICK LEAVE

- 18.1.6 Any time An employee is required to report to work and is unable to report due to illness or injury, an employee may be required to furnish medical verification or other substantiation for any such absence, for which sick leave payment is requested.

**2015 CITY OF SAN JOSE – ABMEI NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – BENEFITS

City Proposed Language:

ARTICLE 5 WAGES AND SPECIAL PAY

5.5 Payment-in-Lieu of Health and Dental Insurance

5.5.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in the payroll calendar year 2016, which starts December 20, 2015.

5.5.2 Employees who qualify for and participate in the payment-in-lieu of health and/or dental insurance program will receive the following per pay period:

	Health-in-Lieu	Dental-in-Lieu
If eligible for family coverage:	\$221.84	\$19.95
If NOT eligible for family coverage:	\$89.09	\$19.95

<u>Health Insurance Tier</u>	<u>Health-in-Lieu</u>	<u>Dental-in-Lieu</u>
<u>Employee</u>	<u>\$89.09</u>	<u>\$6.65</u>
<u>Employee plus spouse/domestic partner</u>	<u>\$147.87</u>	<u>\$13.30</u>
<u>Employee plus Child(ren)</u>	<u>\$129.39</u>	<u>\$11.64</u>
<u>Family</u>	<u>\$221.84</u>	<u>\$19.95</u>

5.5.3 A City employee who receives healthcare and/or dental coverage as a dependent of another City employee or retiree shall be eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.~~deemed not eligible for family coverage.~~

**2015 CITY OF SAN JOSE – ABMEI NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – EDUCATIONAL AND PROFESSIONAL INCENTIVES

City Proposed Language:

ARTICLE 5 WAGES AND SPECIAL PAY

5.9 Educational and Professional Incentives

5.9.1 Educational and Professional Program: The City will reimburse each employee one-hundred percent (100%) of expenses incurred, up to \$1000.00 per fiscal year, for registration, tuition, fees, and textbooks for college accredited courses which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service as approved by the Department Director or designee. Of the \$1000.00 amount, up to \$5600.00 may be used for non-college accredited courses, Continuing Education Units, Adult Education Classes, workshops, membership dues in professional associations, professional licenses, and professional certificates which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service, as approved by the Department Director or designee. City Policy Manual Section 4.3.1, Education Reimbursement, outlines additional details of the program.

5.9.2 ~~The Educational and Professional Program described in Article 5.9.1 above will reimburse~~ The City will pay one-hundred percent (100%) of the examination and renewal fees for the maintenance of certifications and/or the renewal fee, up to \$500.00 per fiscal year as specified in Article 5.9.1 above, for certifications required for employees in the certified and uncertified Combination Building Inspector class and certified and uncertified Supervising Building Inspector classes issued by the International Code Council (ICC), the International Association of Electrical Inspectors (IAEI) or the International Association of Plumbing and Mechanical Officials (IAPMO) for the performance of their duties. Reimbursement of the examination fee will be made only upon submission of proof to the Director of Human Resources of successful completion of the examination issued by ICC, IAEI, IAPMO or other recognized agencies. The City will provide employees with the necessary study guides and code books required to maintain these certifications. The study guides and code books are property of the City.

**2015 CITY OF SAN JOSE – ABMEI NEGOTIATIONS
TENTATIVE AGREEMENT**

CITY PROPOSAL – PERFORMANCE EVALUATION

City Proposed Language:

ARTICLE 28 PERFORMANCE EVALUATION

- 28.3 If the employee formally receives an overall performance rating that is below "meets standard," the employee may appeal the rating. Such appeal shall be made to the Department Director or designee within (30) calendar days from the date the employee receives the final performance appraisal. If the employee is dissatisfied with the decision of the Department Director or designee, the employee may, within ten (10) calendar days from the Director's, or designee's response, request a hearing with the City Manager or designated representative. Such request shall be in writing and shall include the reason(s) the employee is not satisfied with the decisions previously rendered.

2015 CITY OF SAN JOSE – ABMEI NEGOTIATIONS TENTATIVE AGREEMENT

CITY PROPOSAL – HOUSEKEEPING – DISABILITY

City Proposed Language:

ARTICLE 6 HOURS OF WORK AND OVERTIME

- 6.8 Time spent on paid sick leave, ~~disability leave~~, holiday leave, vacation leave, military leave, compensatory time off duty, or other authorized paid leave shall be deemed time worked for purposes of this Article.

ARTICLE 17 VACATIONS AND PERSONAL LEAVE

- 17.7 Computation of Vacation Leave

- 17.7.1 For purposes of this Article, paid leave of absence from duty by reason of sick leave, holiday leave, vacation leave, ~~disability leave~~, compensatory time-off, or any other paid leave, shall be deemed to be "time worked."

ARTICLE 18 SICK LEAVE

- 18.1 Each full-time employee shall be entitled to sick leave with pay in accordance with the following provisions:

- 18.1.1 Sick leave shall accrue in an amount equal to the number of hours worked, excluding overtime, multiplied by a factor of 0.04616. Only paid leave for holidays, vacation, ~~disability~~, compensatory time off or other paid leave shall be considered as time worked for purposes of this section.

ARTICLE 19 DISABILITY LEAVE

- 19.1 Disability Leave. Effective June 24, 2012, employees shall ~~are~~ no longer be eligible to receive DLS.

- 19.2 Integration The integration of an employee's available leave will occur in the following order: (1) accrued Vacation hours, (2) earned Compensatory Time once Vacation has been exhausted, and (3) accrued Sick Leave once Vacation and Compensatory Time have both been exhausted.

- 19.2.1 In no event shall an employee receive an amount, including any Workers' Compensation Temporary Disability payments, in excess of the employee's regular base salary

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND


ASSOCIATION OF BUILDING, MECHANICAL AND ELECTRICAL INSPECTORS
(ABMEI)

Classification Review

Notwithstanding any other provisions of the Memorandum of Agreement, in the event that the City makes any classification changes to the classification of Division Manager (8074) that results in compensation increases during the term of the Agreement with ABMEI, the City will agree to meet with ABMEI and discuss the subject of wages for the Building Inspector Supervisor Certified I/II (3912/3905). This meeting shall not obligate either party to agree, or be construed as an agreement, to change anything related to the Building Inspector Supervisor Certified I/II classification structure and applicable benefits.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, any agreement reached between the City and the Union.

FOR THE CITY:



Marco Mercado
Assistant to the City Manager, OER

6/17/15

Date

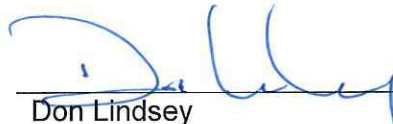
FOR THE EMPLOYEE ORGANIZATION:



Karl Van Gastel
ABMEI Negotiation Team Member

6/17/15

Date



Don Lindsey
ABMEI Negotiation Team Member

6/17/15

Date



Ron Davis
ABMEI Negotiation Team Member

6/17/15

Date

Side Letter Agreement

RETIREE HEALTHCARE STAKEHOLDER SOLUTIONS WORKING GROUP AND NEGOTIATIONS

PURPOSE

The parties recognize the importance of funding the current retiree healthcare benefit, and since 2009, have been increasing contributions into the plan in order to begin paying the full Annual Required Contribution to ensure funding of the retiree healthcare benefit.

Neither the City nor the bargaining units have committed to close the plan. However, new employees will not enter the existing retiree healthcare plan. Since current employees share in paying the unfunded liabilities of the current retiree healthcare benefit, new employees who are not in the current plan would not be making those payments. The City has agreed to make the contributions towards the unfunded liabilities that those new employees would have paid had they been in the current plan. The City has agreed to do so in order to allow time for long-term solutions to be developed by a Retiree Healthcare Solutions Working Group ("Working Group") and negotiations.

The goal of the Working Group shall be to develop options that lead to long-term solutions to the retiree healthcare issue.

The City and the Coalition¹ have agreed to immediately continue working on solutions to retiree healthcare both through the Working Group and subsequent negotiations. The parties are committed to working collaboratively towards long-term solutions and have agreed to remain open to considering various options. The options considered will include, but are not limited to, the following:

- Using high-deductible healthcare plans in combination with individual health savings accounts;
- Limitations on the current retiree healthcare benefit in combination with individual health savings accounts;
- Tiered healthcare benefit structures based on length of employment;
- Modification of eligibility requirements;
- Health plan design and rate structure changes;
- Incentives for employees to work beyond normal retirement eligibility; and
- The inclusion or exclusion of new employees in any modifications, or the formation of a completely different plan for new employees.

¹ The San Jose Federated Labor Coalition consists of the following nine (9) bargaining units: Association of Building, Mechanical, and Electrical Inspectors (ABMEI), Association of Engineers and Architects (AEA), Association of Legal Professionals (ALP), Association of Maintenance Supervisory Personnel (AMSP), City Association of Management Personnel (CAMP), Confidential Employees' Organization (CEO), International Brotherhood of Electrical Workers (IBEW), Municipal Employees' Federation (MEF) and International Union of Operating Engineers, Local #3 (OE#3).

RETIREE HEALTHCARE STAKEHOLDER SOLUTIONS WORKING GROUP

Facilitator:

By August 1, 2013, the City and the Coalition members will mutually agree on an independent person or entity that is knowledgeable in the area of retiree healthcare benefits to facilitate the Working Group.

The facilitator will facilitate the discussions, provide information to the parties, and generally assist in the development of options for long-term solutions. Upon the mutual agreement of the City and Coalition members, other subject matter experts may be engaged to assist in analyzing possible solutions.

The costs of the facilitator and any subject matter experts will be shared equally between the City and the Coalition members.

Participation:

In addition to the City and a representative from each bargaining unit in the Coalition, members of the Working Committee will include a representative of the retirees, and any unrepresented employee group(s).

Meetings:

The City and the Coalition will jointly schedule Working Group sessions in coordination with the facilitator. More frequent and longer Working Group sessions will be scheduled in the early stages of the process. The Working Group sessions will be open to employees and the public.

TIMELINE FOR RETIREE HEALTHCARE SOLUTIONS WORKING GROUP AND NEGOTIATIONS:

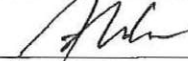
The Working Group shall agree upon a facilitator no later than August 1, 2013. The time period to schedule Working Group sessions will be from August 1, 2013, and conclude no later than December 31, 2013, unless the parties mutually agree to extend the timeframe. The City and the Coalition agree that this process will not supplant the meet and confer process regarding retiree healthcare.

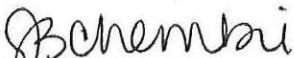
Negotiations between the City and the bargaining units shall commence within 14 days upon notice of either party, but no earlier than January 1, 2014. The City and the bargaining units shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply. The parties intend to meet and confer through coalition bargaining. However, all parties reserve their respective rights to withdraw from coalition bargaining. In such an event, the City and any bargaining unit that withdraws from the Coalition will bargain separately.

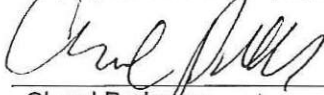
Side Letter Agreement
Retiree Healthcare Stakeholder Solutions Working Group and Negotiations

This Side Letter Agreement is considered part of the tentative agreement on retiree healthcare with the bargaining units and shall become effective only as part of the overall retiree healthcare agreement. Each bargaining unit conducts separate ratification processes, and this Side Letter Agreement shall be effective for those bargaining units who ratify the overall tentative agreement on retiree healthcare and only during the term of those agreements with each respective bargaining unit.

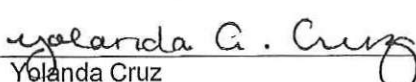
FOR THE CITY:



Alex Gurza
Deputy City Manager
6-11-13
Date


Jennifer Schembri
Deputy Director of Employee Relations
6/11/13
Date



Cheryl Parkman
Executive Analyst
Office of Employee Relations
6/11/13
Date

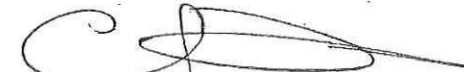
FOR THE UNION:


Yolanda Cruz
President
MEF, AFSCME Local 101
6/10/13
Date

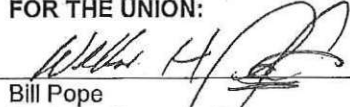

Charles Allen
Business Agent
AFSCME, Local 101
6/10/13
Date

FOR THE UNION:



Laverne Washington
President
CEO, AFSCME Local 101
6/10/13
Date


Charles Allen
Business Agent
AFSCME, Local 101
6/10/13
Date

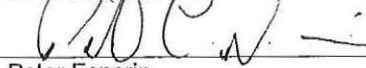
FOR THE UNION:


Bill Pope
Business Representative
Operating Engineers, Local 3
Date

FOR THE UNION:

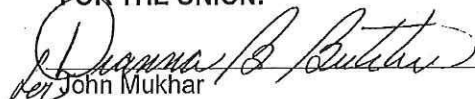

Vera Todorov
President
ALP
6/13/13
Date

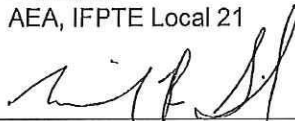
FOR THE UNION:


Peter Fenerin
President
ABMEI
6/10/13
Date

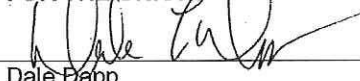
Side Letter Agreement
Retiree Healthcare Stakeholder Solutions Working Group and Negotiations

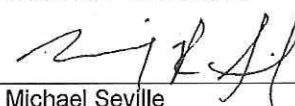
FOR THE UNION:


John Mukhar
President
AEA, IFPTE Local 21
6/10/13
Date

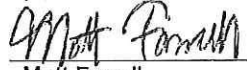

Michael Seville
Acting Senior Representative
IFPTE, Local 101
6/10/13
Date

FOR THE UNION:


Dale Dapp
President
AMSP, IFPTE Local 21
6/10/2013
Date

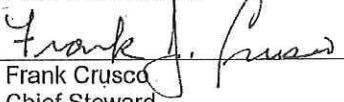

Michael Seville
Acting Senior Representative
IFPTE, Local 101
6/10/13
Date

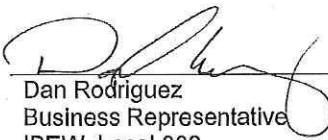
FOR THE UNION:


Matt Farrell
President
CAMP, IFPTE Local 21
6/10/2013
Date


Michael Seville
Acting Senior Representative
IFPTE, Local 101
6/10/13
Date

FOR THE UNION:


Frank Crusco
Chief Steward
IBEW, Local 332
6-10-13
Date


Dan Rodriguez
Business Representative
IBEW, Local 332
6/10/13
Date

Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

AND

THE ASSOCIATION OF BUILDING, MECHANICAL AND ELECTRICAL INSPECTORS
(ABMEI)

EMPLOYEE COMMUTE BENEFIT PILOT PROGRAM

The City and the Association of Building, Mechanical and Electrical Inspectors, (ABMEI), ("Union") agree to an Employee Commute Benefit Pilot Program ("Pilot Program").

The Pilot Program shall be as follows:

- Full-time, and part-time employees who worked an average of twenty (20) or more hours per week within the previous calendar month, shall be eligible to participate in the Pilot Program. Seasonal workers and Airport employees are not eligible to participate in the Pilot Program; the Airport provides its own separate employee commute program.
- Participation in the Santa Clara Valley Transit Authority ("VTA") Eco Pass Program will be available to eligible employees, subject to the terms of the Pilot Program, effective October 1, 2014, through December 31, 2015. The distribution of the Eco Pass cards shall start at the beginning of October, 2014.
- Pursuant to the Pilot Program, eligible employees shall be allowed to use pre-tax dollars ("Pre-Tax Payroll Deduction Program") to pay for transit service beyond those provided by VTA. The administrative fees of the Pre-Tax Payroll Deduction Program will be paid for by the City during the term of the Pilot Program.
 - The Pre-Tax Payroll Deduction Program shall enable employees to use pre-tax dollars to pay for non-VTA transit services, which may include, but are not limited to, Caltrain, the Hwy 17 Express Bus, and BART.
 - The Pre-Tax Payroll Deduction Program shall be effective January 1, 2015, through December 31, 2015, pending City Council approval of the contract for a Flexible Spending Account.
- This agreement satisfies the *Sustainable Transportation Incentive Side Letter Agreement* reached between the City and Union dated June 5, 2014.
- It is understood by all parties that the Pilot Program has a term of October 1, 2014, through December 31, 2015.

Side Letter – Employee Commute Benefit Pilot Program

September 24, 2014

Page 2 of 2

This Side Letter shall become effective when signed by all parties below, and the Pilot Program shall become effective on October 1, 2014, and expire on December 31, 2015. Prior to October 1, 2015, the City and ABMEI will discuss and evaluate the Commuter Benefit Program (for example the utilization of the program). Through that discussion, the City and ABMEI will discuss the Commuter Benefit Program for 2016.

FOR THE CITY:

 9-30-14

Alex Gurza Date
Deputy City Manager

FOR THE UNION:

 - 9/26/14

Peter Fenerin Date
President
ABMEI

 9/30/14

Jennifer Schembri Date
Deputy Director of Employee Relations

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

ASSOCIATION OF BUILDING, MECHANICAL, AND ELECTRICAL INSPECTORS
(ABMEI)

Retirement (Pension and Retiree Healthcare) Reopener

The City of San Jose (City) and the Association of Building, Mechanical, and Electrical Inspectors (ABMEI), agree to continue settlement discussions over retirement issues (pension and retiree healthcare), including additional retirement contributions.

In the event that the multi-party discussions regarding retirement issues (pension, retiree healthcare and additional retirement contributions) related to Measure B Settlement Negotiations are discontinued during the term of the successor Memorandum of Agreement (MOA) between the City and ABMEI, either party may provide notice to the other of its request to commence settlement discussions on a bilateral basis. The parties shall commence the discussions within ten (10) calendar days after the City or ABMEI receive notice from the other.

In the event that the City desires to seek further amendment to the City Charter to (1) increase the maximum benefits under Tier Two, (2) revise the definition of disability, or (3) allow returning Tier One employees to re-enter the retirement system as Tier One, the City shall give notice to ABMEI and the parties shall commence the meet and confer within ten (10) calendar days after the City gives such notice.

Nothing in this section shall be construed to waive any rights either party may have with regard to any other change to retirement benefits (pension, retiree healthcare, and/or additional retirement contributions).

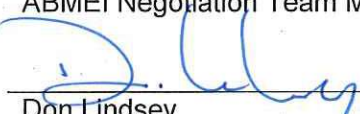
This agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.


FOR THE CITY:


Marco Mercado
Assistant to the City Manager, OER
6/17/15
Date

FOR THE EMPLOYEE ORGANIZATION:


Karl Van Gastel
ABMEI Negotiation Team Member
6/17/15
Date


Don Lindsey
ABMEI Negotiation Team Member
6/17/15
Date


Ron Davis
ABMEI Negotiation Team Member
6/17/15
Date

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

ASSOCIATION OF BUILDING, MECHANICAL, AND ELECTRICAL ENGINEERS
(ABMEI)

City Medical Benefits Reopener

To the extent that they are a mandatory subject of bargaining and arise during the term of the successor Memorandum of Agreement (MOA) between the City of San Jose (City) and the Association of Building, Mechanical and Electrical Inspectors (ABMEI), the parties agree to meet and confer over changes to City medical plans related to the Affordable Care Act and/or any changes to healthcare providers. If there is a change in health care providers, the benefits provided by those providers will be substantially equivalent to those listed in Article 5.3 and 5.4 of the ABMEI MOA and those benefits provided by the displaced provider(s) but may involve a different group of licensed medical doctors/practitioners.

Either the City or ABMEI may provide notice to the other of its request to discuss changes to City medical benefits. The parties shall commence the discussions within ten (10) calendar days after the City or ABMEI receive notice from the other.

To the extent that any change to City medical benefits is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Milas Brown Act. The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

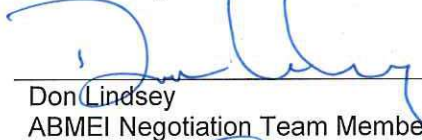
This Agreement is considered part of the tentative agreement for a successor MOA between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOA, and when signed by all parties below and approved by the City Council. This agreement is effective only during the term of a successor MOA.

FOR THE CITY:

 6/17/15
Marco Mercado
Assistant to the City Manager, OER Date

FOR THE EMPLOYEE ORGANIZATION:

 6/17/15
Karl Van Gastel
ABMEI Negotiation Team Member Date

 6/17/15
Don Lindsey
ABMEI Negotiation Team Member Date

 6/17/15
Ron Davis
ABMEI Negotiation Team Member Date